

III TERMS OF THIS AGREEMENT

1. The period of this Operating Assistance Agreement shall begin September 1, 1996. This agreement may be terminated upon any of the following conditions:
 - A. If, by any cause, the Government Entity shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Government Entity shall violate any of the covenants, agreements, or stipulations contained herein, DSS/DMS shall have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after written notice is sent to the Government Entity describing such default or violation.
 - B. The DSS/DMS may terminate this Agreement without recourse in the event that, for any reason, federal/state funds are not appropriated, allotted, or available to DSS/DMS for the purpose of meeting DSS/DMS's obligation hereunder. DSS/DMS will provide written notice of such termination to the Government Entity at least five (5) days prior to the effective date of termination.
 - C. The Government Entity may terminate this Agreement without recourse in the event that, for any reason, state/local funds are not appropriated, allotted, or available to the Government Entity for the purpose of meeting the Government Entity's obligation hereunder. The Government Entity will provide written notice of such termination to DSS/DMS at least five (5) days prior to the effective date of termination.
 - D. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.
2. If the Government Entity fails to comply with the nondiscrimination provisions of this Agreement, DSS/DMS shall impose such contract sanctions as it or HCFA may determine to be appropriate, including but not limited to:
 - A. Withholding of payments to transportation agency under the Agreement until the Government Entity complies;
 - B. Cancellation, termination or suspension of the Agreement, in whole or part, or both.


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3. Any change in the Agreement, whether by modification or supplementation or both, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Government Entity and DSS/DMS.
4. None of the project activities described in appendixes A or B shall be subcontracted without the prior written consent of DSS/DMS. All subcontracts shall be subject to the terms and conditions of this Agreement. The Government Entity, however, shall remain responsible for the proper completion of the project notwithstanding the subcontract.
5. The Government Entity shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement whether by assignment or novation, without the prior written consent of DSS/DMS.
6. The Agreement shall be construed according to the laws of the state of Missouri. the Government Entity shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
7. The Government Entity shall not be reimbursed for administration of medically necessary medical transportation services incurred prior to or after the project period. Post audit activities will be conducted by DSS/DMS.
8. Reimbursement received, as a result of this agreement, shall not be used to reduce the amount the Government Entity has allowed for non-emergency medical transportation of Missouri Medicaid eligible individuals or to reduce its existing transportation program.


 Gary J. Stangler, Director
 Department of Social Services

12-18-97
 Date

DMS/PEU
 JUL 28 97


 Authorized Signer
 The Government Entity

7/21/97
 Date

TN. 97-25

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Approval Date MAY 02 2003

Effective Date 9-1-1996

Appendix A

**APPLICATION FOR FUNDS FROM
THE DEPARTMENT OF SOCIAL SERVICES DIVISION OF MEDICAL SERVICES
TITLE XIX TRANSPORTATION OPERATING ASSISTANCE PROGRAM
AND CERTIFICATION OF GENERAL REVENUE**

Fiscal Year July 1, 96 through June 30, 97

SECTION I. General Information

Name of The Government Entity City of Poplar Bluff
 Address 101 Oak Street Contact Person Paul Swiney
Poplar Bluff, Missouri 63901 Telephone Number 573-686-8654

SECTION II. Program Description

- A. Area of Service
 B. Days and Hours of Operation
 C. Estimated total trips, miles for fiscal year, cost per mile and Medicaid cost
- | | | |
|---|------------------|-------------|
| 1. Estimated total one-way trips to be provided | <u>41,000</u> | |
| 2. Estimated Medicaid medical one-way trips | <u>610</u> | |
| 3. Estimated total vehicle miles to be operated
(for entire transportation program) | <u>111,300</u> | |
| 4. Total Administrative & Operating expense
(for entire transportation program) (Appendix B, C.) | <u>\$119,326</u> | |
| 5. Estimated Cost per Mile (#4/#3) or Estimated Cost per Trip (#4/#1) | <u>\$1.07/mi</u> | \$2.91/trip |
| 6. Estimated Medicaid Miles | <u>1,656</u> | |
| 7. Estimated Operating Cost (Medicaid) (#5 * #6) | <u>\$1,772</u> | |
- D. Transportation Sources

Year/Make/Type	Handicapped Equipped		Passenger Capacity	Owned	Leased
	Yes	No			
<u>See Attached Sheet</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Total Vehicles Leased and Owned 7

If additional space is needed, attach additional sheet.

TN. 97-25

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Section III Description of Transportation Program (i.e. special circumstances, coordination of efforts and other factors which affect your program). Describe how you will assure transportation provided is the least expensive for the level of service required for the patient's condition. If additional space is needed, attach additional sheet.

SECTION IV. Transportation Operating Expenses, Funding Sources

Funding Sources

Name of Funding Sources for Transportation	1. Local Funding	2. State General Revenue	3. Total
State of Missouri	\$	\$ 50,347	\$ 50,347
SEMO AAA	\$ 13,525	\$	\$ 13,525
Transit Receipts	\$ 30,000	\$	\$ 30,000
City General Fund	\$ 25,454	\$	\$ 25,454
Total	\$ 68,979	\$ 50,347	\$ 119,326

- A. Total revenue used for all transportation (Total #3.) \$ 119,326
- B. Estimated operating cost of Medicaid transportation (Section II. C. 7.) \$ 1,772
- C. Total revenue certified to be used for medical transportation for Medicaid eligible individuals (Cannot exceed A.) \$ 1,775

The agency also certifies that costs for which reimbursement will be requested are not being claimed, or used to support requests from any other grant program.


AUTHORIZED SIGNATURE

Mayor
TITLE

DATE

7/21/97
City of Poplar Bluff
AGENCY

TN. 97-25

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Approval Date **MAY 02 2003**
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ESTIMATED ADMINISTRATIVE OPERATING BUDGET
FISCAL YEAR JULY 1, 96 THROUGH JUNE 30, 97

A. Administrative Expenses:

Project Manager's Salary	\$ 17,998
Fringes	3,600
Secretary/Bookkeeper	
Fringes	
Office Supplies	1,050
Building Utilities (lights, heat, water)	
Telephone	1,200
Insurance	6,575
Bonding	
Promotion	
Travel (Mileage)	100
Miscellaneous Expenses	300
Advertising (notices in newspapers)	200

Total Administrative Expenses \$ 31,023

B. Operating Expenses:

Driver Salaries	\$ 61,870
Fringe Benefits	14,519
Dispatcher	
Maintenance (Labor and Parts)	8,300
Fuel and Oil	13,700
Tires and Tubes	
Misc. Materials and Supplies	

Total Operating Expenses \$ 98,389

C. Total Administrative & Operating Expenses \$ 129,412

D. Estimated Operating Cost (Medicaid)* \$ 1,772

Prepared by Greg Batson Date 05/29/97

Title City Planner

* Estimated Operating Cost (Medicaid) is that part of the Total Administrative & Operating expense to be used for Medical transportation for Missouri Medicaid eligible individuals (Appendix A, Section II, C.7).

This budget page may be modified for your specific needs. Please note any modification with a check mark to the left of your line item.

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